department, nor would it cause any suspicion of influence that might tend to shape their decisions, since the tax is on all "incomes from whatever source derived." The judge's claim for salary is unimpaired; the amount of income remains the same; the deduction comes later when the government comes to collect taxes from all citizens, whatever be their position or place. See 18 MICH. L. REV. 697. The purpose of a constitutional provision must guide courts in its application, and it is submitted that if the independence of the judiciary is not tampered with by allowances for expenses it certainly is not violated by a tax laid on all citizens alike. See dissenting opinion in *Evans* v. *Gore, supra.*

LANDLORD AND TENANT—MODE OF UTILIZATION OF PREMISES—CONSTRUCTION OF COVENANT NOT TO USE FOR IMMORAL PRACTICES.—A lease contained the covenant, "that the lessee will not keep or allow any liquor or beverages of any intoxicating nature or tendency, kept or tolerated on said premises, nor any gambling, *or other immoral practices.*" The tenant used the premises as a book store and sold certain books of an immoral character. In an action by the landlord in forcible entry and unlawful detainer, the trial court found (1) that there had been a default in the payment of rent, and (2) that the premises had been used for *immoral practices* within the scope of the covenant in the lease. A statute empowered the tenant to reinstate his rights under the lease by payment of the rent at any time before possession was taken by the landlord under legal proceedings. Admitting the default in payment of rent, it thus became necessary for the court to pass upon the second finding in order to determine whether or not the tenant could exercise his statutory power. *Held,* in view of the lease describing the premises as a book store, a prohibition on the kind of books to be sold was not within the contemplation of the parties at the time of the execution of the lease. A construction of the words, "or other immoral practices," in view of their following directly after the specification of gambling or keeping of intoxicating liquors, must be confined to practices generally understood to be subversive to common decency, such as allowing the premises to be used as a bawdy house or for lewd dancing. *Paust* v. *Georgian* (Minn., 1920), 179 N. W. 735.

Generally, the tenant is not restricted in the use of the leased premises except by statute or express provision in the lease. *Taylor* v. *Finnegan,* 189 Mass. 568, 76 N. E. 203; *Heise* v. *Penn. Ry. Co.,* 62 Penn. 67. Where the tenant is prohibited from using the premises for certain specified trades *or any other noisome or offensive trade,* such words as those italicized are construed as relating only to trades *ejusdem generis* with those which have already been set out in particular in the covenant. *Witherell* v. *Bird,* 2 Adol. & E. 161; *Jones* v. *Thorne,* 1 Barn. & C. 715; 1 TIFFANY, LAND. & TEN., § 123 d. There seems to be no reason why the same principle should not be adhered to in the principal case; for it is self-evident that gambling is not in the same category as the sale of certain immoral books which are among those kept in a general stock in trade.